



UNITED STATES DEPARTMENT OF COMMERCE  
National Institute of Standards and Technology  
Gaithersburg, Maryland 20899-0001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Date: JUN 28 2000  
Subject: Solicitation No. 52SBNB060107

TO ALL PROSPECTIVE OFFERORS:

Enclosed is a copy of RFQ 52SBNB060107 for on-site electronic and electrical maintenance on the campus of NIST, Gaithersburg, MD.

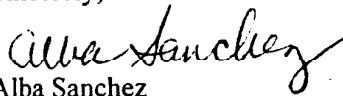
Review Carefully Section D.1 Instructions to Offerors in regards to items you must submit with your proposal. Please include in your proposal a copy of you established price list that this requirement is based on. Your response is due **NO LATER THAN 3:00PM LOCAL TIME SEPTEMBER 5, 2000** to:

National Inst. of Standards & Technology  
Acquisition & Assistance Division  
Attn: Kathy Fain  
Building 301, Room B117  
100 Bureau Drive, Stop 3572  
Gaithersburg, MD 20899-3572

**FAXED OFFERS WILL NOT BE ACCEPTED.** For further information on this solicitation, please contact the Contract Specialist Kathy Fain at the address above, or by telephone at 301-975-6337. Please submit any questions in writing to the address listed above, or fax to 301-963-7732 to the attention of Kathy Fain, referencing RFQ number 52SBNB060107. All questions received as a result of this solicitation will be answered in a single document, to be released on, or about, August 15, 2000.

Anyone wishing to attend the scheduled site visit on JULY 12, 2000 must follow the procedures outlined in Section D.3. Please note: the site visit is not required. No vendor will be penalized for not attending the site visit.

Sincerely,

  
Alba Sanchez  
Contracting Officer  
National Inst. of Standards & Technology  
Acquisition & Assistance Division  
100 Bureau Drive, Stop 3572  
Building 301, Room B117  
Gaithersburg, MD 20899-3572  
Enclosures

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER 825-1-1000		PAGE OF PAGES 1 35	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NUMBER		3. AWARD/EFF. DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 53SBNB060107	
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME Kathy Fain			b. TELEPHONE NUMBER (No Collect Calls) 301-975-6337		8. OFFER DUE DATE/LOCAL TIME 09/05/2000 3:00pm Local Ti
9. ISSUED BY  Nat. Inst. of Standards & Tech. Acq. & Assist. Div., Contracts Off 100 Bureau Drive, Stop 3572 Gaithersburg, MD 20899-3572		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES <input type="checkbox"/> 8(A) SIC: 3822 FSC: SIZE STANDARD: 500 employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING NS 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO NIST Building 301, Shipping & Receiving 100 Bureau Drive Gaithersburg, MD 20899-0001				16. ADMINISTERED BY Kathy Fain NIST, Acq. & Assist. Div., Contract 100 Bureau Drive, Stop 3572 Gaithersburg, MD 20899-3572			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY Nat. Inst. of Standards & Tech. Accounts Payable Off. 100 Bureau Drive, Stop 3733 Gaithersburg, MD 20899-3733			
TELEPHONE NO.				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
.	See Continuation Sheet(s)						
0001	Base Year, November 1, 2000 - October 31, 2001			12	MO		
0002	Option Year I, November 1, 2001 - October 31, 2002			12	MO		
0003	Option Year II, November 1, 2002 - October 31, 2003			12	MO		
0004	Option Year III November 1, 2003 -			12	MO		
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA req #: 825-1-1000; nc: 2576 cc: 1/8251974; obl:						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO <input type="checkbox"/> FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Alba Sanchez		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

ORDER FOR SUPPLIES AND SERVICES SCHEDULE - CONTINUATION						PAGE NO. 2
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER		CONTRACT NO.			ORDER NO.	
ITEM NO. (19)	SUPPLIES OR SERVICES (20)	QUANTITY ORDERED (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)	QUANTITY ACCEPTED
0005	October 31, 2004 Option Year IV November 1, 2004 - October 31, 2005	12	MO			
PAGE TOTAL      -->						

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## ADDENDA

### A.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall be as follows:

November 1, 2000 - October 31, 2001.

### A.2 EFFECTIVE DATE OF THE CONTRACT

The effective date of the contract is defined as the date that the Contracting Officer signs the contract.

### A.3 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall provide all labor and all parts to maintain the items listed in the contract as Attachment 1--Schedule of CLINs in good operating condition. The scope of the work for this contract shall include providing any and all labor and parts to repair any damage resulting from accidents, transportation between government sites, neglect, misuse, failure of electrical power or air-conditioning or humidity control, or causes other than ordinary use.

### A.4 RESPONSIBILITY OF THE GOVERNMENT

A. Government personnel will not perform maintenance or attempt repairs to items while such items are under purview of this contract unless agreed to by the Contractor.

B. Subject to security regulations, the government will permit access to the items which are to be maintained or repaired.

### A.5 GOVERNMENT PROPERTY--Facilities Use

In the performance of this contract, the Contractor is authorized to use on a no-charge, non-interference, as-needed basis, the following Government-owned facilities between 7:30am and 6:30pm, Monday through Friday, excluding Government holidays:

National Institute of Standards and Technology  
Information Technology Laboratory  
100 Bureau Drive  
Building 225, Room A226  
Gaithersburg, MD 20899

Occasional out-of-hours access (weekdays and/or weekends) may be

A.5 (Continued)

required due to the nature of the services to be provided (network related) and shall be coordinated with the COTR

A.6 LOCATION OF WORK TO BE PERFORMED

On-Site Location:

National Institute of Standards and Technology  
Information Technology Laboratory  
100 Bureau Drive  
Building 225, Room A226  
Gaithersburg, MD 20899

Off Site Location:

Contractor's Facility (TBD)

A.7 KEY PERSONNEL

a) The contractor shall assign to this contract the following individual(s) as the key personnel:

b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events, and provide information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes of the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

A.8 SECURITY PROCESSING FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL  
WORKING  
ON A DEPARTMENT OF COMMERCE SITE (LOW AND MODERATE RISK  
CONTRACTS)

A. Security Processing Requirements

1) U.S. Citizens working on a DoC Site: All Contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

2) Foreign Nationals (Non U.S. Citizens): Regardless of anticipated length of on-site work, all foreign nationals to be deployed under this contract must:

a) Have legal visa status with the Immigration and Naturalization Service (INS); and

b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

B. Submittal Requirements - U.S. Citizens

1) Duration of On-site Work: 180 to 364 days (between 6 months and 1 year)

For individuals who will be performing work on a DoC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigation Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division. (FBIN)

The Contractor must complete and submit the following form to the Contracting Officer's Technical Representative: Form FD-258 (Fingerprint Chart)

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer.

The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

(2) Duration of Onsite Work: 365 days (1 year) or more :  
Individuals proposed to perform work on a DoC site for 1 year (365

A.8 (Continued)

days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The Contractor must complete and submit the following forms to the Contracting Officer's Technical Representative:

Standard Form 85P (SF-85P, Questionnaire for Public Trust and  
FD-258 (Fingerprint Chart)

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

C. Submittal Requirements - Foreign Nationals: All foreign nationals proposed to work on a DoC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DoC site:

FD-258 (Fingerprint Chart); and  
Form OFI 86C (Special Agreement Check), with signature authorization for release of information

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.

D. Suitability Updates: Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

E. Notification of Disqualifying Information: If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties which require access to DoC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.



A.8 (Continued)

2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct directly related to the contract.

4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

A.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

a)(TO BE DESIGNATED AT AWARD)

is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at anytime by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The telephone number and location of the COTR are:

TO BE PROVIDED AT TIME OF AWARD

b)The responsibilities and limitations of the COTR are as follows:

1)The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and is the technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

2)The COTR is NOT authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any contractor requests for changes shall be referred to the Contracting Officer directly, or through the COTR. No such changes shall be made without the

A.9 (Continued)

expressed prior authorization of the Contracting Officer. The COTR may designate assistance COTR(s) to act for the COTR by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the contractor.

A.10 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)", the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a) Worker's Compensation and Employer's Liability The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

b) General Liability The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.

c) Automobile Liability The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

d) Aircraft Public and Passenger Liability When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other passenger liability, and \$200,000.00 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000.00 multiplied by the number of seats or passengers, whichever is greater.

A.11 DELIVERABLES: REPORTS

Progress reports - ONE (1) month after the starting date of the period of performance, and MONTHLY thereafter during performance hereunder the Contractor shall prepare and submit in writing 3 copies to the COTR a progress report advising as to work done during the period, including the nature of the work performed (remedial/repair or preventive) the date performed, and the date when service. Each report shall also include a work forecast for the following period. Additionally reports shall include names, title, and number of work-hours of each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor, and such additional information, findings, and recommendations as may assist the Government in evaluating progress under this contract. The first progress report shall include the detailed work outline of the study and the Contractor's planned phasing of his/her work by reporting period. Reports shall not be in excess of one page in length per activity.

## CONTRACT CLAUSES

\L 5;&R 75;&Z 10;&W

### B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOV. DELAY OF WORK	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987

### B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10

B.2 (Continued)

U.S.C. 2402).

- \_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- XXX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-4 03, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_ (ii) Alternate I to 52.219-5
- \_\_\_ (iii) Alternate II to 52.219-5
- XXX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- \_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- XXX (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XXXX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XXXX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XXXX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).

B.2 (Continued)

- XXXX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XXXX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (17) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- XXX (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (21) [Reserved.]
- XXX (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (23) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
  - (1) 52.222-41, Service Contract Act of 1965, As amended (41

B.2 (Continued)

U.S.C. 351, et seq.).

- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
  - (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that

B.2 (Continued)

the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (29 U.S.C. 793); and
- (4) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S.FLAG COMMERCIAL VESSELS (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

B.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the performance period.

B.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the contract ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.



B.4 (Continued)

(d) Exercise of an option will result in the following modifications:

The period of performance for this contract shall be as follows:

Base Year	November 1, 2000 through October 31, 2001
Option Period I	November 1, 2001 through October 31, 2002
Option Period II	November 1, 2002 through October 31, 2003
Option Period III	November 1, 2003 through October 31, 2004
Option Period IV	November 1, 2004 through October 31, 2005

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, materials including parts, equipment, services and facilities (except as otherwise specified), to perform on-site electronic and electrical maintenance for items used by the staff of the Fabrication Technology Division of the National Institute of Standards and Technology, in Gaithersburg, MD as specified in the following Statement of Work/Specifications and Attachment 1--Schedule of CLINs.

In regard to this contract, the National Institute of Standards and Technology is responsible for incoming electrical power to the main disconnect switch of items covered. The Contractor is responsible for all electrical and electronic components including the main disconnect switch. Concerning the digital readouts covered by this contract, the Contractor shall not be responsible for the associated scales but will be responsible for encoders, reader heads, and input/output devices. Concerning the furnaces covered by this contract, the Contractor shall be responsible for semi annual calibrations.

This contract includes, but is not limited to:

1. Any and all labor necessary for maintenance of the electric and electronic equipment covered under this effort to keep the equipment in efficient operating condition.
2. Corrective repairs.
3. Parts replacement.
4. Maintaining a record of all service and preventive maintenance performed.
5. Furnishing NIST with monthly reports of service and maintenance performed on each item.
6. Quarterly Preventive Maintenance, including cleaning of electronic components, cleaning, and replacement of air filters, complete system and diagnostic checks, voltage adjustments as required, etc.

ADDITIONS OR DELETIONS OF EQUIPMENT:

C.1 (Continued)

During the contract period, the government may propose that the Contractor maintain at a price to be mutually agreed upon, additional item(s), which may be within the purview of the Fabrication Technology Division

The government may, at its option, discontinue the services on any item.

Such additions or deletions shall be made upon 30 days written notice to the Contractor of its intention to increase or decrease items. If addition(s) is/are proposed, the Contractor shall submit a quote for annual maintenance for the item(s) to be added. Any deletion(s) or addition(s) shall become valid upon the effective date of a bilateral modification to outline the changes to the schedule of items covered by this maintenance agreement. (attachement 1--Schedule of CLINs)

Payment for such additions or deletions shall be prorated on the basis of 1/12th of the annual bid/offer for each full month during which the service shall have been rendered, plus 1/30th of the monthly rate for each day less than a complete month.

EXPERIENCE OF PERSONNEL:

The government requires that the service personnel who will be working on site without supervision have at least 4 years of experience on like equipment.

RESPONSE TIME OF REPAIRS:

The Contractor shall provide unlimited, remedial service within 12 government working hours. Government working hours for the purpose of this contract are those between 6:00 a.m. and 4:30 p.m., Monday through Friday - excluding government holidays. The remedial service shall include both diagnostic and repair services for all electrical and electronic deficiencies, and diagnostic services of mechanical or hydraulic problems. Contractor personnel shall be available, as required, during repair of mechanical or hydraulic problems that involve coordination between the repair of the electrical and electronic systems of the machine for which the remedial service visit was made. There shall be no limit on frequency of remedial service calls.

EQUIPMENT DOWNTIME:

A. Definition: Equipment downtime is that period of time when the equipment listed in this contract is inoperative due to a malfunction.

C.1 (Continued)

Equipment downtime shall commence at the time of actual contact with the Contractor's maintenance representative or contact with the Contractor's designated answering service, during government working hours.

Equipment downtime shall end when the equipment is returned to the government in satisfactory operating condition.

B.Maintenance Credit for System Downtime:If any of the items described in this contract remains inoperative and cannot perform the scheduled workload due to a malfunction through no fault or negligence of the government, for a period of 16 consecutive government work hours, the Contractor shall grant a credit to the government for each hour of downtime in the amount of one-half (1/2) percent of the total Monthly Maintenance Charge due under this contract for the item which is down, computed from the time as defined in paragraph 2 above of downtime commencement. The amount of credit granted shall not exceed the Total Monthly Charge. Credit for system downtime shall be computed to the nearest half or whole hour.

C.2 ATTACHMENT #1: SCHEDULE OF CLINS

## SOLICITATION PROVISIONS

### D.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 1999)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Information showing the contractor's ability to fulfill all evaluation criteria, as outlined in this RFQ. This includes, but is not limited to, supporting documentation regarding understanding the NIST technical requirements, qualifications of personnel including current resumes of proposed key personnel AND information regarding the experience of other than key personnel, and past performance information, to include recent and relevant contracts for the same or similar

D.1 (Continued)

items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
  - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
    - (A) If it was transmitted through an electronic

D.1 (Continued)

commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

D.1 (Continued)

- (g) Contract award (not applicable to Invitation for Bids).  
The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
  - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--  
  
GSA Federal Supply Service Specifications Section  
Suite 8100, 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.
  - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--  
  
Department of Defense Single Stock Point (DoDSSP)



D.1 (Continued)

Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2667/2179; or
  - (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. [Applies to offers exceeding \$25,000.] The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of the local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

D.2 AMENDMENTS TO QUOTES

Any changes to a quote made by the offeror after the initial submittal shall be accompanied by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed page.

D.3 SITE VISIT PRIOR TO SUBMISSION OF QUOTE

Due to the nature of the proposed acquisition, it has been determined that a site visit of the facilities where services are to be performed

D.3 (Continued)

is a reasonable request. The purpose of this site visit shall be to satisfy potential vendors regarding all general and local conditions that may affect the cost of the contract performance, to the extent that the information is readily available.

However, schedule constraints prevent separate tours for each potential vendor. Therefore, a single, guided tour of the site has been scheduled to start at the following time and location:

9:00 a.m. on July 12, 2000

NIST  
Building 301, Room B117  
100 Bureau Drive  
Gaithersburg, MD 20899-3572

Any potential vendor wishing to take advantage of this opportunity may do so. For safety reasons, no more than a certain number of persons may tour at any one time. Therefore, no more than 2 representatives from any one company may participate in the site visit. If there are too many people scheduled for one time, a second "group site visit" may be arranged. Vendors shall call ahead to reserve space(s). The POC for the site visit is Kathy Fain, of 301-975-6773.

PLEASE NOTE: NO VENDOR WILL BE PENALIZED FOR NOT ATTENDING THE SITE VISIT. THIS IS AN OPTION, NOT A REQUIREMENT FOR AWARD. HOWEVER, IN NO EVENT SHALL FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTER CONTRACT AWARD.

D.4 EVALUATION CRITERIA

The Government will award a purchase order resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The evaluation will be based on best value principles. Accordingly, award will be made to the responsible and technically acceptable offeror whose proposal provides the greatest overall value to the Government, price and other factors considered. This will be determined by comparing the value of the differences in the technical proposal of competing offers based on their strengths, weaknesses and risks with differences of price to the Government. In making the comparison, the Government is more concerned with obtaining superior technical performance than with making award to the lowest priced proposal. However, the Government will not make an award at a significantly higher price to achieve slightly superior technical performance/skills.

TECHNICAL The following factors and subfactors, which are

D.4 (Continued)

listed in descending order of importance, will be used to rate the technical proposals.

FACTOR A--Ability to Perform: Spare Parts Availability

The contractor shall supply information regarding spare parts for like equipment identified in the specification. The program shall explain how parts not in inventory shall be procured.

FACTOR B--Qualifications of Personnel

SUBFACTOR 1--Key personnel qualifications

Consideration shall be given in this area based on the amount of technical skills and experience displayed by key personnel. A minimum of four years experience on like equipment is mandatory.

Offeror shall provide evidence that he/she has in his/her employ, or in the employ of the team represented, key personnel qualified to manage and perform the technical work across the range of subject matter represented in this request for proposal. Such evidence shall be explicit and factual.

The quality of education, training, experience, previous project assignments, and roles, and specific accomplishments of proposed technical personnel (consultant, managers, supervisors, individual workers) will be evaluated for pertinence to this Request for Quotation.

SUBFACTOR 2--Experience of other than key personnel

The Contractor shall furnish information showing years of experience for all persons that shall support the maintenance contract (i.e. engineer, technician, etc.). A minimum of two years experience is required. Those offering more shall be given more consideration than those meeting the minimum requirements.

FACTOR C--Past Performance

The Contractor shall furnish a list of at least three (3) contracts or subcontracts which it is either currently performing or which it has completed within the past three (3) years where similar quantities and types of equipment were maintained. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Quoters that are newly formed entities without prior contracts should list contracts and subcontracts as required above for key personnel. Include the following information for each contract and subcontract: Name of contracting activity, contract number, contract type, total

D.4 (Continued)

contract value, contracting office and telephone number, and program manager and telephone number.

PRICE

Price proposals shall be evaluated to determine realism and reasonableness. As part of the evaluation, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

D.5 RIGHT TO AWARD WITHOUT DISCUSSION

Offerors are cautioned to submit proposals on the most favorable basis, since the government may elect to award without further discussions or negotiations. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

D.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --  
COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business

D.7 (Continued)

concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign

D.7 (Continued)

government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in

D.7 (Continued)

paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- 
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual

receipts).  
(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in



D.7 (Continued)

13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It [\_] has, [\_] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It [\_] has, [\_] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It [\_] has developed and has on file, [\_] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [\_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those

D.7 (Continued)

listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":  
Canadian End Products

LINE ITEM NO.

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(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation,

substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":  
Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products

D.7 (Continued)

are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

D.8 Service of Protests

An agency protest may be filed with the Contracting Officer or at a level above the Contracting Officer, with the Agency Protest Decision Authority, See 64 Fed. Reg 16,651 (April 6, 1999) (<http://oamweb.ossec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency Protests filed with the Contracting Officer shall be sent to the following address:

Alba Sanchez  
National Institute of Standards and Technology  
Acquisition and Assistance Division, Contracts Office  
Building 301, Room B117  
100 Bureau Drive, Stop 3572  
Gaithersburg, MD 20899-3572

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and the Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made as follows:

D.8 (Continued)

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division--Room 5893  
Herbert C. Hoover Building  
14th and Constitution Avenue, NW  
Washington D.C. 20230  
Attn: Jerry Walz, Esquire  
FAX 202-482-5858